

FILED

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2012 MAY 25 PM 4:07

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY \_\_\_\_\_

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11 Attorneys for Defendant  
12 Neutrogena Corporation

14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 MARA CHOW, individually and on  
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 NEUTROGENA CORP., a Delaware  
21 Corporation; and DOES 1 through 100,  
22 inclusive, Defendants.

Case No.

**(Los Angeles County Superior Court  
Case No. BC483371)**

**DEFENDANT NEUTROGENA  
CORPORATION'S NOTICE OF  
REMOVAL**

**(28 U.S.C. §§ 1332(d), 1441 and 1453)**

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE**  
 2 **CENTRAL DISTRICT OF CALIFORNIA:**

3 **PLEASE TAKE NOTICE** that Neutrogena Corporation (“Neutrogena”), the  
 4 only named defendant in the above-titled action, hereby removes this action  
 5 pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453 from the Superior Court for the  
 6 State of California for the County of Los Angeles to the United States District Court  
 7 for the Central District of California. Removal is proper because this is a putative  
 8 class action “brought in a State court of which the district courts of the United States  
 9 have original jurisdiction.” 28 U.S.C. §§ 1441(a) & 1453(b). Specifically, this  
 10 action satisfies the jurisdictional prerequisites under the Class Action Fairness Act  
 11 (“CAFA”). Minimal diversity exists because Neutrogena is a citizen of Delaware  
 12 and California and the putative class includes citizens of other states who purchased  
 13 certain Neutrogena products. Additionally, the amount in controversy exceeds \$5  
 14 million dollars. This Notice of Removal is timely because it has been filed within  
 15 thirty days of the date Defendant was served with the summons and complaint. *See*  
 16 28 U.S.C. § 1446(b). Thus, this Court has original jurisdiction over this action  
 17 based upon diversity of citizenship. 28 U.S.C. § 1332(d)(2).

18 **I. BACKGROUND**

19 **A. Timeliness of Removal**

20 On April 24, 2012, Plaintiff Mara Chow (“Plaintiff”) commenced this action  
 21 by filing a Summons and Class Action Complaint in the Superior Court for the State  
 22 of California for the County of Los Angeles captioned *Mara Chow, individually and*  
 23 *on behalf of all others similarly situated vs. Neutrogena Corp., a Delaware*  
 24 *Corporation; and Does 1 through 100, inclusive*, No. BC483371. A true and correct  
 25 copy of the Summons and Complaint is attached hereto as Exhibit A. Neutrogena  
 26 was served with a copy of the Summons and Complaint by process server on April  
 27 25, 2012. (Declaration of Jaclyn Blankenship ¶ 2.) On May 8, 2012, Neutrogena  
 28

1 filed a Notice of Related Cases. A true and correct copy of the Notice of Related  
 2 Cases is attached as Exhibit B. This Notice of Removal is timely because it is filed  
 3 within thirty days of the April 25, 2012 service of the Summons and Complaint. *See*  
 4 28 U.S.C. § 1446(b).

5 **B. Plaintiff's putative nationwide class action complaint**

6 Plaintiff alleges that Neutrogena engaged in allegedly misleading business  
 7 practices with respect to the labeling and advertising of certain Neutrogena products  
 8 ("Products").<sup>1</sup> Plaintiff brings claims under California's Unfair Competition Law  
 9 ("UCL"), Cal. Bus. & Prof. Code §§ 17200 et seq. (Count I), False Advertising Law  
 10 ("FAL"), Cal. Bus. & Prof. Code §§ 17500 et seq (Count II), Consumer Legal  
 11 Remedies Act ("CLRA"), Civil Code § 1750 et seq. (Count III), as well as a Breach  
 12 of Express Warranty claim (Count IV) on behalf of herself and "all persons residing  
 13 in the United States who purchased" these Products from February 15, 2008 to  
 14 present. (Compl. ¶ 16.)

15 Plaintiff seeks, *inter alia*, an order enjoining the allegedly misleading  
 16 business practices (Compl. ¶ 52) and "restitution and damages" to the consumers  
 17 who purchased these Products. (Compl. ¶¶ 39, 52, 62.) Plaintiff alleges that the  
 18 putative nationwide class comprises "many thousands of persons throughout the  
 19 United States and California" and that "millions of units of the Products have been  
 20 sold in the United States and State of California during the Class Period." (Compl. ¶  
 21 17.) Plaintiff also alleges that Neutrogena's alleged misleading business practices  
 22 "result[ed] in profits of millions of dollars or more to Neutrogena" (Compl. ¶ 15; *see*  
 23 *also* Compl. ¶ 41.)

24  
 25  
 26  


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 27 <sup>1</sup> As used herein, "Products" refers to the products identified by Plaintiff in her  
 28 complaint.

## II. CAFA JURISDICTION

Federal diversity jurisdiction exists over this removed action pursuant to 28 U.S.C. § 1332(d). Section 1332(d) provides that the United States District Courts have original jurisdiction over any class action: (1) involving a plaintiff class of 100 or more members; (2) in which the matter in controversy exceeds (in the aggregate) the sum or value of \$5,000,000, exclusive of interest and costs; and (3) where at least one member of the plaintiff class is a citizen of a State different from any defendants. *See* 28 U.S.C. § 1332(d)(2)(A) & 5(B).

### A. **The Putative Nationwide Class Consists of Over 100 Class Members.**

Plaintiff's Complaint purports to be filed on behalf of a class comprised of "All persons residing in the United States who purchased the Products for personal use and not for resale during the time period February 15, 2008, through the present." (Compl. ¶ 16a.) Plaintiff alleges that "[t]he Class comprises many thousands of persons throughout the United States and California." (Compl. ¶ 17.) While Neutrogena denies that any class exists here or that any class could be certified pursuant to Rule 23, Plaintiff's allegations within the Complaint satisfy the 100 person requirement of CAFA. *See* 28 U.S.C. § 1332(d)(5)(B).

### B. **Diversity of Citizenship Exists as Required by CAFA.**

Diversity of citizenship exists between Neutrogena and putative members of the class. For a putative class action that meets the other requirements of CAFA, diversity of citizenship exists if "any member of a class of plaintiffs" has diverse citizenship from at least one defendant. 28 U.S.C. § 1332(d)(2)(A). Neutrogena is incorporated in Delaware and is headquartered in Los Angeles, California. Thus, for diversity purposes, Neutrogena is a citizen of both Delaware and California. *See Hertz Corp. v. Friend*, 130 S.Ct. 1181, 1184 (U.S. 2010).



1 Plaintiff alleges that she resides in Los Angeles County, California, and has  
 2 done so at all relevant times. (Compl. ¶ 10.) Plaintiff also allegedly purchased the  
 3 products in Los Angeles County, California. (Compl. ¶ 10.) On information and  
 4 belief, Plaintiff is a citizen of the United States and intends for California to be her  
 5 permanent home. Consequently, Plaintiff is a citizen of the State of California. *See*  
 6 *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001).

7 Plaintiff also alleges, however, that the putative nationwide class consists of  
 8 “many thousands of persons *throughout the United States* and California.” Compl. ¶  
 9 17 (emphasis added). The Products at issue are sold throughout the United States,  
 10 including in states other than California or Delaware. (*See* Declaration of John  
 11 Lottier (“Lottier Decl.”) ¶ 2.) Accordingly, at least one putative class member is not  
 12 a citizen of Delaware or California, thereby satisfying minimal diversity for  
 13 purposes of CAFA jurisdiction. 28 U.S.C. § 1332(d)(2)(A).

#### 14 **C. The Amount in Controversy Exceeds \$5 million.**

15 Under CAFA, the amount in controversy requirement is satisfied if the claims  
 16 of the putative class exceed, in the aggregate, \$5 million, exclusive of interest and  
 17 costs. 28 U.S.C. § 1332(d)(6). Although Neutrogena disputes liability and  
 18 damages, the requirement is satisfied if Plaintiff’s claims on behalf of herself and  
 19 the putative nationwide class would, if granted, exceed \$5 million. *See Korn v. Polo*  
 20 *Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008) (“In measuring  
 21 the amount in controversy, a court must assume that the allegations of the complaint  
 22 are true and that a jury will return a verdict for the plaintiff on all claims made in the  
 23 complaint. The ultimate inquiry is what amount is put ‘in controversy’ by the  
 24 plaintiff’s complaint, *not what a defendant will actually owe.*”) (citations omitted,  
 25 emphasis added).

26 Here, Plaintiff seeks in excess of \$5 million in the aggregate. Plaintiff seeks  
 27 compensatory damages, restitution, punitive damages and attorneys fees. (Compl.

¶¶ 52, 62, 73 and Prayer C, D, F, and G.) Among other things, Plaintiff alleges that she “and the Class have been damaged in the amount of the purchase price of the Products they purchased.” (Compl. ¶ 78.) The retail price for the Products ranges from \$11.99 to \$21.99, (Lottier Decl. ¶ 3) and Plaintiff alleges that Neutrogena “sold millions of units of the Products” during the Class Period. (Compl. ¶ 37; *see also* ¶ 17.) As of the date of this notice, total nationwide retail sales since February 15, 2008 of the Products at issue in the Complaint have, in the aggregate, exceeded \$5 million. (Lottier Decl. ¶ 4.) Thus, although Neutrogena disputes that either Plaintiff or the members of the putative class have suffered any injury or are entitled to any recovery, the amount in controversy in this case exceeds \$5 million. *See Lewis v. Verizon Comm’ns Inc.*, 627 F.3d 395 (9th 2010) (defendant’s affidavit demonstrated by a preponderance of the evidence that the amount in question exceeded \$5 million).

**D. No Exception to CAFA applies.**

CAFA contains a number of exceptions which, where applicable, prevent the Court from exercising jurisdiction over a class action, even where that class action meets CAFA’s threshold requirements triggering diversity jurisdiction. It is plaintiff’s burden, however, not defendant’s, to demonstrate that an exception applies. *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1023-24 (9th Cir. 2007) (requiring party seeking remand to demonstrate the applicability of the “home state” and “local controversy” exceptions to CAFA); *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1206 (E.D. Cal. 2008).

In any event, Plaintiff will be unable to demonstrate that either exception applies here because California citizens do not comprise two-thirds of the putative nationwide class. Both the home state and the local controversy exception require that at least two-thirds of the putative class members be citizens of the same state as Neutrogena. *See* 28 U.S.C. §§ 1332(d)(4)(A) (local controversy), 1332(d)(4)(B)

1 (home state). Since the Products were sold throughout the United States, the  
2 putative nationwide class is not primarily comprised of Californian citizens and no  
3 exception to CAFA jurisdiction applies here.

### 4 **III. VENUE**

5 Plaintiff's state court action was commenced in the Superior Court of the  
6 State of California for the County of Los Angeles and, pursuant to 28 U.S.C. §§  
7 84(c), 1441(a), 1446(a) and (b), and 1453(b) may be removed to this United States  
8 District Court for the Central District of California, which embraces Los Angeles  
9 County within its jurisdiction.

### 10 **IV. NOTICE**

11 Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being  
12 contemporaneously filed with the Clerk of the Superior Court for the State of  
13 California for the County of Los Angeles and served upon Plaintiff.

### 14 **V. CONCLUSION**

15 In sum, this Court has removal jurisdiction over this action under 28 U.S.C.  
16 §§ 1441(a) and 1453(b) because minimal diversity exists, the amount in controversy  
17 exceeds \$5 million, and this Notice has been filed within thirty days of Neutrogena  
18 being served with the complaint. *See* 28 U.S.C. § 1446(b). As such, Neutrogena,  
19 the sole named defendant in the above-titled action, respectfully removes this action  
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1 from the Superior Court for the State of California for the County of Los Angeles  
2 (Case No. BC483371), to this Court pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and  
3 1453.

4  
5  
6 Dated: May 25, 2012

O'MELVENY & MYERS LLP

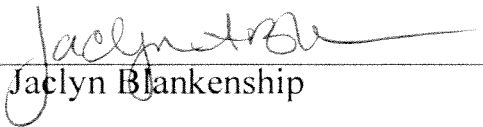
7  
8 By:   
9 Jaclyn Blankenship  
10 Attorneys for Defendant  
11 Neutrogena  
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EXHIBIT A

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SUM-100

**SUMMONS  
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

NEUTROGENA CORP., a Delaware Corporation; and DOES 1 through 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Mara Chow, individually and on behalf of all others similarly situated

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**CONFORMED COPY  
ORIGINAL FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

APR 24 2012

John A. Clarke, Executive Officer/Clerk  
BY [Signature] Deputy  
Regina Julian**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk Courthouse

Superior Court of California, Los Angeles  
111 N. Hill Street, Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Ryan J. Clarkson, Red Law, LLP, 100 Wilshire Blvd., Ste. 950, Santa Monica, CA 90401, (310) 917-1070

DATE: April 24, 2012  
(Fecha)Clerk, by  
(Secretario)

(For proof of service of this summons, use Proof of Service of Summons (Form S-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (Form S-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED:** You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): Neutrogena Corp.

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

- ☒ by personal delivery on (date):

Form Adopted for Mandatory Use  
Judicial Council of California  
SUM-100 (Rev. July 1, 2009)**SUMMONS**Page 1 of 1  
Code of Civil Procedure §§ 412.20, 485  
[www.courtinfo.ca.gov](http://www.courtinfo.ca.gov)

COPY

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CONFORMED COPY  
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 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF LOS ANGELES

APR 24 2012

John A. Clarke, Executive Officer/Clerk  
 BY [Signature] Deputy  
 Regina Johnson

6 Attorneys for Plaintiff Mara Chow and the  
 7 Plaintiff Class

## SUPERIOR COURT FOR THE STATE OF CALIFORNIA

## COUNTY OF LOS ANGELES

BC488871

Red Law, LLP  
 100 Wilshire Blvd., Suite 950  
 Santa Monica, CA 90401

12 MARA CHOW, individually and on behalf of all )  
 13 others similarly situated, )

14 Plaintiff, )

15 vs. )

16 NEUTROGENA CORP., a Delaware )  
 17 Corporation; and DOES 1 through 100, )  
 18 inclusive, )

19 Defendants. )

Case No.

CLASS ACTION COMPLAINT

1. FALSE AND MISLEADING  
ADVERTISING IN VIOLATION OF  
BUSINESS AND PROFESSIONS CODE  
§ 17200, *et seq.*
2. FALSE AND MISLEADING  
ADVERTISING IN VIOLATION OF  
BUSINESS AND PROFESSIONS CODE  
§ 17500, *et seq.*
3. VIOLATION OF CALIFORNIA CIVIL  
CODE § 1750, *et seq.* (Consumers Legal  
Remedies Act)
4. BREACH OF EXPRESS WARRANTY

DEMAND FOR JURY TRIAL

24 Plaintiff Mara Chow, individually and on behalf of all other similarly situated purchasers (the  
 25 "Class") of a series of purported "anti-aging" products, including Neutrogena Rapid Wrinkle Repair  
 26 SPF 30, Neutrogena Rapid Wrinkle Repair Night, Neutrogena Rapid Wrinkle Repair Serum,  
 27 Neutrogena Rapid Wrinkle Repair Eye, Neutrogena Healthy Skin Anti-Wrinkle Cream SPF 15, and  
 28 Neutrogena Healthy Skin Anti-Wrinkle Cream – Night (collectively referred to herein as the

CLASS ACTION COMPLAINT

Red Law, LLP  
100 Wilshire Blvd., Suite 950  
Santa Monica, CA 90401

1 "Products" or individually as a "Product"), brings this complaint against Neutrogena Corp., a  
2 Delaware Corporation ("Neutrogena" or "Defendant"), and Does 1 through 100, inclusive  
3 (sometimes collectively referred to herein as "Neutrogena" or "Defendants") and allege as follows:

4  
5 I.

6 NATURE OF THE ACTION

7 1. In its labeling and advertising of the Products, Neutrogena claims that the Products  
8 are "clinically proven" and can (1) cause a person to look younger, and (2) prevent and repair  
9 wrinkles, fine lines, age spots, or other signs of aging within one week. Neutrogena manufactures,  
10 markets, sells, and distributes the Products to all consumers irrespective of age, skin type, skin  
11 tone, or other dermatological specific factors. Those consistent and uniform claims are false. In  
12 reality, the Products neither cause a person to look younger nor prevent or repair wrinkles, fine  
13 lines, age spots, or other signs of aging within one week.

14 2. Neutrogena claims the Products are comprised of a "unique combination" of Retinol  
15 SA, Glucose Complex, and Hyaluronic Acid. However, research regarding the efficacy of retinol-  
16 based creams and lotions, like the Products, remains incomplete and inconclusive. In fact, no  
17 reliable and consistent scientific studies exist which "prove" the efficacy of Retinol SA, either  
18 alone or in combination with Glucose Complex or Hyaluronic Acid, in preventing and repairing  
19 wrinkles, fine lines, age spots, or other signs of aging within one week.

20 3. On January 17, 2012, the National Advertising Division of the Better Business  
21 Bureau ("NAD") reported the results of its examination into the validity of Neutrogena's Rapid  
22 Wrinkle Repair claims as part of its ongoing monitoring program. The NAD concluded that none  
23 of the testing proffered by Neutrogena supported Neutrogena's claims that "Rapid Wrinkle Repair  
24 substantially reduces or eliminates wrinkles in just one week." The NAD then recommended that  
25 Neutrogena modify its claim that the Products smooth wrinkles in just one week "to avoid  
26 conveying the unsupported message that wrinkles are substantially reduced or eliminated in one  
27 week."

28 ///

Red Law, LLP  
100 Wilshire Blvd., Suite 950  
Santa Monica, CA 90401

1 4. Accordingly, this is a class action for restitution and injunctive relief against  
2 Neutrogena for false and misleading advertising in violation of Business & Professions Code  
3 Section 17200, et seq., Business & Professions Code Section 17500, et seq., and Civil Code  
4 Section 1750, et seq.

5 5. By letter dated February 15, 2012, Plaintiff advised Neutrogena of its false and  
6 misleading claims pursuant to California Civil Code Section 1782(a). However, Neutrogena never  
7 responded.

8  
9 **II.**

10 **JURISDICTION AND VENUE**

11 6. This Court has jurisdiction over all causes of action asserted herein pursuant to the  
12 California Constitution, Article VI, § 10, because this case is a cause not given by statute to other  
13 trial courts. Plaintiff has standing to bring this action pursuant to Business & Professions Code §  
14 17200, et seq.

15 7. Venue is proper in this Court because Plaintiff resides in Los Angeles County and  
16 purchased the Products in Los Angeles County. Neutrogena receives substantial compensation  
17 from sales in Los Angeles County, and Neutrogena made numerous misrepresentations which had  
18 a substantial effect in Los Angeles County, including, but not limited to, magazine, label, radio,  
19 television, point of purchase displays, and internet advertisements.

20 8. Upon information and belief, said misrepresentations originated and/or emanated  
21 from the State of California.

22 9. Neutrogena and other out-of-state participants can be brought before this Court  
23 pursuant to the provisions of Code of Civil Procedure § 395.5.

24  
25 **III.**

26 **PARTIES**

27 10. Plaintiff is, and at all times relevant hereto was, an individual residing in Los  
28 Angeles County, California. Plaintiff purchased the Products in Los Angeles County. In doing



Red Law, LLP  
100 Wilshire Blvd., Suite 950  
Santa Monica, CA 90401

1 so, Plaintiff relied upon advertising and other promotional material which were prepared and  
2 approved by Neutrogena and its agents and disseminated through national advertising media,  
3 containing the misrepresentations alleged herein and designed to encourage men and women  
4 seeking assistance in preventing and repairing wrinkles, fine lines, age spots, or other unsightly  
5 and/or embarrassing signs of aging to purchase the Products. Although Plaintiff used the Products  
6 as instructed, Plaintiff did not experience any of the advertised benefits, including "prevention" or  
7 "repair" of her wrinkles, fine lines, age spots, or other signs of aging whatsoever, let alone within  
8 one week, as a result of using the Products.

9 11. Neutrogena is a corporation organized under the laws of the State of Delaware and  
10 headquartered in Los Angeles, California. Neutrogena was established in 1930 to develop and  
11 commercialize cosmetic products. Neutrogena maintains its principal business office at 5760 W.  
12 96<sup>th</sup> Street, Los Angeles, CA 90045. Neutrogena, directly and through its agents, has substantial  
13 contacts with and receives substantial benefits and income from and through the State of  
14 California. Neutrogena is the owner, manufacturer, and distributor of the Products, and is the  
15 company that created and/or authorized the false, misleading, and deceptive advertisements and/or  
16 packaging and labeling for the Products.

17 12. The true names and capacities, whether individual, corporate, associate, or otherwise  
18 of certain manufacturers, distributors, and/or their alter egos sued herein as DOES 1 through 100  
19 inclusive are presently unknown to Plaintiff who therefore sues these individuals and/or entities  
20 by fictitious names. Plaintiff will seek leave of this Court to amend the Complaint to show their  
21 true names and capacities when the same have been ascertained. Plaintiff is informed and  
22 believes and based thereon alleges that DOES 1 through 100 were authorized to do and did  
23 business in Los Angeles County. Plaintiff is further informed and believes and based thereon  
24 alleges that DOES 1 through 100 were and/or are, in some manner or way, responsible for and  
25 liable to Plaintiff for the events, happenings, and damages hereinafter set forth below.

26 13. Plaintiff is informed and believes, and based thereon alleges that at all times relevant  
27 herein each of these individuals and/or entities was the agent, servant, employee, subsidiary,  
28 affiliate, partner, assignee, successor-in-interest, alter ego, or other representative of each of the

12

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100 Wilshire Blvd., Suite 950  
Santa Monica, CA 90401

1 remaining defendants and was acting in such capacity in doing the things herein complained of  
2 and alleged.

3 14. In committing the wrongful acts alleged herein, Neutrogena planned and participated  
4 in and furthered a common scheme by means of false, misleading, deceptive, and fraudulent  
5 representations to induce members of the public to purchase the Products. Neutrogena  
6 participated in the making of such representations in that each did disseminate or cause to be  
7 disseminated said misrepresentations.

8 15. Neutrogena, upon becoming involved with the manufacture, advertising, and sale of  
9 the Products, knew or should have known that the claims about the Products and, in particular, the  
10 claims suggesting and/or outright stating that the Products could, in any way, cause the advertised  
11 benefits, were false, deceptive and misleading. Neutrogena affirmatively misrepresented the  
12 "benefits" of the Products in order to convince the public and the Products' users to purchase and  
13 use the Products, resulting in profits of millions of dollars or more to Neutrogena, all to the  
14 damage and detriment of the consuming public. Thus, in addition to the wrongful conduct herein  
15 alleged as giving rise to primary liability, Neutrogena further aided and abetted and knowingly  
16 assisted each other in breach of their respective duties and obligations as herein alleged.

17  
18 IV.

19 CLASS ACTION ALLEGATIONS

20 16. Plaintiff brings this action on their own behalf and on behalf of all other persons  
21 similarly situated. The Classes which Plaintiff seeks to represent are:

- 22 a. All persons residing in the United States who purchased the Products for personal  
23 use and not for resale during the time period February 15, 2008, through the present.  
24 Excluded from the Class are Neutrogena's officers, directors, and employees, and  
25 any individual who received remuneration from Neutrogena in connection with that  
26 individual's use or endorsement of the Products.  
27 b. All persons residing in the State of California who purchased the Products for  
28 personal use and not for resale during the time period February 15, 2008, through

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the present. Excluded from the Class are Neutrogena's officers, directors, and employees, and any individual who received remuneration from Neutrogena in connection with that individual's use or endorsement of the Products.

17. The Class comprises many thousands of persons throughout the United States and California, the joinder of whom is impracticable, and the disposition of their claims in a Class Action will benefit the parties and the Court. The Class is sufficiently numerous because millions of units of the Products have been sold in the United States and State of California during the Class Period.

18. There is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. The questions of law and fact common to the Class predominate over questions which may affect individual Class members. Common questions of law and fact include, but are not limited to, the following:

- a. Whether Neutrogena possesses competent and reliable scientific evidence to support its label and advertising claims;
- b. Whether Neutrogena's conduct is an unlawful business act or practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- c. Whether Neutrogena's conduct is a fraudulent business act or practice within the meaning of Business and Professions Code section 17200, *et seq.*;
- d. Whether Neutrogena's advertising is untrue or misleading within the meaning of Business and Professions Code section 17500, *et seq.*;
- e. Whether Neutrogena made false and misleading representations in their advertising and packaging of the Products;
- f. Whether Neutrogena knew or should have known that the representations were false; and
- g. Whether Neutrogena represented that the Products have characteristics, benefits, uses, or quantities which the Products do not have.

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19. Plaintiff's claims are typical of the claims of the Class, and Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained competent and experienced counsel in class action and other complex litigation.

20. Plaintiff and the Class have suffered injury in fact and have lost money as a result of Neutrogena's false representations. Indeed, Plaintiff purchased the Products because of the claims by Neutrogena that the Products were "clinically proven" and capable of preventing and repairing wrinkles, fine lines, age spots, and other signs of aging within one week. Plaintiff relied on Neutrogena's representations and would not have purchased the Products if she had known that the advertising as described herein was false.

21. A class action is superior to other available methods for fair and efficient adjudication of this controversy. The expense and burden of individual litigation would make it impracticable or impossible for Class members to prosecute their claims individually.

22. The trial and litigation of Plaintiff's claims are manageable. Individual litigation of the legal and factual issues raised by Neutrogena's conduct would increase delay and expense to all parties and the court system. The class action device presents far fewer management difficulties and provides the benefits of a single, uniform adjudication, economies of scale, and comprehensive supervision by a single court.

23. Neutrogena has acted on grounds generally applicable to the entire Class, thereby making final injunctive relief and/or corresponding declaratory relief appropriate with respect to the Class as a whole. The prosecution of separate actions by individual Class members would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for Neutrogena.

24. Absent a class action, Neutrogena will likely retain the benefits of their wrongdoing. Because of the small size of the individual Class members' claims, few, if any, Class members could afford to seek legal redress for the wrongs complained of herein. Absent a representative action, the Class members will continue to suffer losses and Neutrogena will be allowed to continue these violations of law and to retain the proceeds of their ill-gotten gains.

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V.

**FACTUAL BACKGROUND**

25. It is well known that how a person ages is controlled by his or her genes. Intrinsic aging, also known as the natural aging process, is the key cause of wrinkle, fine lines, and other signs of aging. Intrinsic aging begins in the mid-20's and involves slowing in the production of collagen and elastin. Dead cells do not shed as quickly and turnover of new skin cells decreases.

26. Retinol is among the most common ingredients in creams and lotions that claim to cause a person to look younger. Research regarding the efficacy of such creams and lotions, however, remains incomplete and inconclusive. In fact, no reliable and consistent scientific studies "prove" the efficacy of retinol in preventing and repairing wrinkles, fine lines, age spots, or other signs of aging within one week.

27. Even if there existed well-settled, scientific substantiation that retinol-based topical applications like the Products can make a person look younger or prevent and repair wrinkles, fine lines, age spots, or other signs of aging within one week (there is not), the dosage of retinol in the Products is so negligible as to make it impossible to cause the advertised effect.

28. Despite this, Defendant markets and advertises the Products in a false and deceptive manner. Defendant does so through a uniform and consistent message that the Products can effectuate an impossible result, thereby tempting a vulnerable class of people with the hope of a quick fix or a way to avoid the embarrassing exterior effects of intrinsic aging. Defendant has disseminated this uniform message on the product labels and packaging, as well as through a broad range of media, including, by way of example and without limitation, print media, web site, point-of-purchase displays, and the like.

29. Defendants' advertising, including print, packaging, television and radio advertising, conveys a single, consistent false and misleading message to consumers: that the Products are "clinically proven" and can prevent and repair wrinkles, fine lines, age spots, or other signs of aging within one week.

30. The false and misleading representations concerning the advertising, marketing, and packaging of Neutrogena Rapid Wrinkle Repair SPF 30 include the following:



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- 1 a. "Rapid Wrinkle Repair;"
- 2 b. "clinically proven;"
- 3 c. "visibly fade the look of stubborn wrinkles – including crow's feet, forehead & cheek
- 4 wrinkles;"
- 5 d. "helps to smooth wrinkles fast and diminish the look of age spots;"
- 6 e. "renews the look of skin throughout the day;" and
- 7 f. "Skin is left feeling smooth and looking younger."

8 31. The false and misleading representations concerning the advertising, marketing, and  
9 packaging of Neutrogena Rapid Wrinkle Repair Night include the following:

- 10 a. "Rapid Wrinkle Repair;"
- 11 b. "clinically proven;"
- 12 c. "visible results in just one week;"
- 13 d. "Visible fade the look of stubborn wrinkles with our fastest Retinol formula
- 14 available! So effective, 100% of women tested had noticeable results in just one
- 15 week;"
- 16 e. "helps to smooth wrinkles fast and diminish the look of age spots;"
- 17 f. "renews the look of skin throughout the day;" and
- 18 g. "Skin is left feeling smooth and looking younger."

19 32. The false and misleading representations concerning the advertising, marketing, and  
20 packaging of Neutrogena Rapid Wrinkle Repair Serum include the following:

- 21 a. "Rapid Wrinkle Repair;"
- 22 b. "clinically proven;"
- 23 c. "visible results in just one week;"
- 24 d. "instantly smoothes skin and delivers visible results in just one week!;"
- 25 e. "renews the look of skin throughout the day;"
- 26 f. "smooth wrinkles fast and diminish the look of age spots;" and
- 27 g. "Skin is left feeling smooth and looking younger."

28 33. The false and misleading representations concerning the advertising, marketing, and

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1 packaging of Neutrogena Rapid Wrinkle Repair Eye include the following:

- 2 a. "Rapid Wrinkle Repair;"
- 3 b. "clinically proven;"
- 4 c. "visible results in just one week;"
- 5 d. "targets fine lines and crow's feet;"
- 6 e. "renews the look of skin throughout the day;"
- 7 f. "fade the look of stubborn crow's feet;"
- 8 g. "Brighten and even under eye area;"
- 9 h. "Smooth fine lines and texture;"
- 10 i. "Reduce the look of dark circles."

11 34. The false and misleading representations concerning the advertising, marketing, and  
12 packaging of Neutrogena Healthy Skin Anti-Wrinkle Cream SPF 15 include the following:

- 13 a. "Anti-Wrinkle Cream;"
- 14 b. "clinically proven;"
- 15 c. "Visibly reduces appearance of fine lines, wrinkles[,] and age spots;"
- 16 d. "It's clinically proven to both treat and help prevent fine lines, wrinkles[,] and other  
17 signs of aging;"
- 18 e. "even out skin tone;" and
- 19 f. "Fine lines, wrinkles[,] and other signs of aging are visibly reduced."

20 35. The false and misleading representations concerning the advertising, marketing, and  
21 packaging of Neutrogena Healthy Skin Anti-Wrinkle Cream – Night include the following:

- 22 a. "Anti-Wrinkle Cream;"
- 23 b. "clinically proven;"
- 24 c. "Visibly reduces appearance of fine lines, wrinkles[,] and age spots;" and
- 25 d. "Softens and smoothes skin."

26 36. These claims (as well as others) about the Products are false and misleading.  
27 Neutrogena cannot substantiate any of the claims about the Products, nor does it have a  
28 reasonable scientific basis to make such assertions, and its claims of preventing and repairing

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1 wrinkles, fine lines, age spots, or other signs of aging within one week are false and misleading.

2 37. During the course of this deception, Neutrogena has sold millions of units of the  
3 Products based upon the false promises and misleading advertisements targeted at self-conscious  
4 men and women.

5 38. Plaintiff and the Class have suffered injury in fact and have lost money as a result of  
6 Neutrogena's false representations. Indeed, Plaintiff purchased the Products because of the  
7 claims by Neutrogena that the Products were "clinically proven" and capable of preventing and  
8 repairing wrinkles, fine lines, age spots, and other signs of aging within one week. Plaintiff  
9 would not have purchased the Products if she had known that the advertising as described herein  
10 was false.

11 39. Neutrogena's false and misleading statements should be enjoined in due to the lack  
12 of scientific and other evidence that supports Neutrogena's outrageous claims of being able to  
13 prevent and repair wrinkles, fine lines, age spots, or other signs of aging within one week. In  
14 addition, Neutrogena should be compelled to provide restitution and damages to those innocent  
15 consumers that Neutrogena duped into spending money on a product which, quite simply, is  
16 incapable of effectuating the advertised benefits.

17 40. Neutrogena is aware that, unless information is placed on the front of its packaging,  
18 the vast majority of consumers do not "discover" that information in a timeframe sufficient to  
19 make an "informed choice" about purchasing the Products.

20 41. Through its false and deceptive claims, Neutrogena has been successful in duping  
21 consumers into purchasing the Products and, in the process, making millions of dollars for  
22 Neutrogena.

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## VI.

FIRST CAUSE OF ACTIONFALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS &PROFESSIONS CODE § 17200, et seq.

(By Plaintiff against all Defendants)

42. Plaintiff repeats and realleges the allegations set forth above, and incorporate the same as if set forth herein at length.

43. This cause of action is brought pursuant to Business and Professions Code § 17200, et seq., on behalf of a Class consisting of all persons who purchased the Products in the United States for personal use and not for resale during the time period February 15, 2008 through the present. Excluded from the Class are Neutrogena's officers, directors, and employees, and any individual who received remuneration from Neutrogena in connection with that individual's use or endorsement of the Products.

44. In the alternative, this cause of action is brought pursuant to Business and Professions Code § 17200, et seq., on behalf of a Class consisting of all persons who purchased the Products in the State of California for personal use and not for resale during the time period February 15, 2008 through the present. Excluded from the Class are Neutrogena's officers, directors, and employees, and any individual who received remuneration from Neutrogena in connection with that individual's use or endorsement of the Products.

45. In the advertising of the Products, Neutrogena makes false and misleading statements regarding the benefits and the efficacy of the Products, particularly as the same applies to the purported ability to prevent and repair wrinkles, fine lines, age spots, or other signs of aging within one week.

46. Neutrogena does not have the requisite competent and reliable scientific evidence to support the claims about the Products made in Neutrogena's advertising, nor does Neutrogena have a reasonable basis to make the assertions it makes.

47. Neutrogena is aware that the claims that it makes about the Products are false, misleading, unsubstantiated, and unreasonable.

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1 48. As alleged in the preceding paragraphs, the misrepresentations by Neutrogena of the  
2 material facts detailed above constitutes an unfair and fraudulent business practice within the  
3 meaning of California Business & Professions Code § 17200.

4 49. In addition, Neutrogena's use of various forms of advertising media to advertise, call  
5 attention to, or give publicity to the sale of goods or merchandise that are not as represented in  
6 any manner constitutes unfair competition, unfair, deceptive, untrue or misleading advertising,  
7 and an unlawful business practice within the meaning of Business & Professions Code §§ 17200  
8 and 17531, which advertisements have deceived and are likely to deceive the consuming public,  
9 in violation of Business & Professions Code § 17500.

10 50. There were reasonably available alternatives to further Neutrogena's legitimate  
11 business interests, other than the conduct described herein.

12 51. All of the conduct alleged herein occurs and continues to occur in Neutrogena's  
13 business. Neutrogena's wrongful conduct is part of a pattern or generalized course of conduct  
14 repeated on thousands of occasions daily.

15 52. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the  
16 members of the Class seek an order of this Court enjoining Neutrogena from continuing to  
17 engage, use, or employ their practice of advertising the sale and use of the Products. Likewise,  
18 Plaintiff and the members of the Class seek an order requiring Neutrogena to disclose such  
19 misrepresentations, and additionally request an order awarding Plaintiff restitution of the money  
20 wrongfully acquired by Neutrogena by means of responsibility attached to Neutrogena's failure to  
21 disclose the existence and significance of said misrepresentations.

22 53. Plaintiff and the Class have suffered injury in fact and have lost money as a result of  
23 Neutrogena's false representations. Indeed, Plaintiff purchased the Products because of the  
24 claims by Neutrogena that the Products were "clinically proven" and capable of preventing and  
25 repairing wrinkles, fine lines, age spots, and other signs of aging within one week. Plaintiff  
26 would not have purchased the Products if she had known that the claims and advertising as  
27 described herein were false.

28 ///



## VII.

SECOND CAUSE OF ACTIONFALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS &PROFESSIONS CODE § 17500, et seq.

(By Plaintiff against all Defendants)

54. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs, and incorporates the same as if set forth herein at length.

55. This cause of action is brought pursuant to Business and Professions Code § 17200, et seq., on behalf of a Class consisting of all persons who purchased the Products in the State of California for personal use and not for resale during the time period February 15, 2008 through the present. Excluded from the Class are Neutrogena's officers, directors, and employees, and any individual who received remuneration from Neutrogena in connection with that individual's use or endorsement of the Products.

56. In the alternative, this cause of action is brought pursuant to Business and Professions Code § 17200, et seq., on behalf of a Class consisting of all persons who purchased the Products in the United States for personal use and not for resale during the time period February 15, 2008 through the present. Excluded from the Class are Neutrogena's officers, directors, and employees, and any individual who received remuneration from Neutrogena in connection with that individual's use or endorsement of the Products.

57. In their advertising of the Products, Neutrogena makes false and misleading statements regarding the benefits and the efficacy of the Products, particularly as the same applies to the prevention and repair of wrinkles, fine lines, age spots, or other signs of aging within one week, all as set forth above.

58. Neutrogena does not have any competent and reliable scientific evidence to support the claims about the Products made in Neutrogena's advertising, nor do they have a reasonable basis to make such claims.

59. Neutrogena is aware that the claims that they make about the Products are false, misleading, unsubstantiated, and unreasonable.

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60. As alleged in the preceding paragraphs, the misrepresentations by Neutrogena of the material facts detailed above constitutes an unfair and fraudulent business practice within the meaning of California Business & Professions Code § 17200.

61. In addition, Neutrogena's use of various forms of advertising media to advertise, call attention to or give publicity to the sale of goods or merchandise that are not as represented constitutes unfair competition, unfair, deceptive, untrue or misleading advertising, and an unlawful business practice within the meaning of Business & Professions Code §§ 17200 and 17531, which advertisements have deceived and are likely to deceive the consuming public, in violation of Business & Professions Code § 17500.

62. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the members of the Class seek an order of this Court enjoining Neutrogena from continuing to engage, use, or employ their practice of advertising the sale and use of the Products. Likewise, Plaintiff and the members of the Class seek an order requiring Neutrogena to disclose such misrepresentations, and additionally request an order awarding Plaintiff restitution of the money wrongfully acquired by Neutrogena by means of responsibility attached to Neutrogena's failure to disclose the existence and significance of said misrepresentations.

63. Plaintiff and the Class have suffered injury in fact and have lost money as a result of Neutrogena's false representations. Indeed, Plaintiff purchased the Products because of the claims by Neutrogena that the Products were "clinically proven" and capable of preventing and repairing wrinkles, fine lines, age spots, or other signs of aging within one week. Plaintiff would not have purchased the Products if she had known that the advertising as described herein was false.

#### VIII.

#### THIRD CAUSE OF ACTION

#### VIOLATION OF CALIFORNIA CIVIL CODE § 1750, et seq.

(By Plaintiff against all Defendants)

64. Plaintiff repeats and realleges the all allegations of the previous paragraphs, and

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1 incorporates the same as if set forth herein at length.

2 65. This cause of action is brought pursuant to Civil Code § 1750, *et seq.*, the  
3 Consumers Legal Remedies Act ("CLRA"), on behalf of a Class consisting of all persons who  
4 purchased the Products in the United States for personal use and not for resale during the time  
5 period February 15, 2008, through the present. Excluded from the Class are Neutrogena's  
6 officers, directors, and employees, and any individual who received remuneration from  
7 Neutrogena in connection with that individual's use or endorsement of the Products.

8 66. In the alternative, this cause of action is brought pursuant to the CLRA on behalf of  
9 a Class consisting of all persons who purchased the Products in the State of California for  
10 personal use and not for resale during the time period February 15, 2008, through the present.  
11 Excluded from the Class are Neutrogena's officers, directors, and employees, and any individual  
12 who received remuneration from Neutrogena in connection with that individual's use or  
13 endorsement of the Products.

14 67. The Class consists of thousands of persons, the joinder of whom is impracticable.

15 68. There are questions of law and fact common to the class, which questions are  
16 substantially similar and predominate over questions affecting the individual members, including  
17 but not limited to: (a) Whether Neutrogena represented that the Products have characteristics,  
18 benefits, uses or quantities which they do not have; (b) Whether the existence, extent and  
19 significance of the major misrepresentations regarding the purported benefits, characteristics and  
20 efficacy of the Products violate the Act; and (c) Whether Neutrogena knew of the existence of  
21 these misrepresentations.

22 69. The policies, acts, and practices heretofore described were intended to result in the  
23 sale of the Products to the consuming public, particularly men and women with unsightly and  
24 embarrassing skin conditions, and violated and continue to violate § 1770(a)(5) of the CLRA by  
25 representing that the Products have characteristics, benefits, uses, or quantities which they do not  
26 have.

27 70. Neutrogena fraudulently deceived Plaintiff and the Class by representing that the  
28 Products have certain characteristics, benefits, uses, and quantities which they do not have (i.e.,

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the Products can prevent or repair wrinkles, fine lines, age spots, or other signs of aging within one week). In doing so, Neutrogena intentionally misrepresented and concealed material facts from Plaintiff and the Class, specifically, that the Products cannot prevent or repair wrinkles, fine lines, age spots, or other signs of aging within one week. Said misrepresentations and concealment were done with the intention of deceiving Plaintiff and the Class and depriving them of their legal rights and money.

71. Neutrogena knew that the Products are not "clinically proven" and do not cause and/or assist consumers with preventing or repairing wrinkles, fine lines, age spots, or other signs of aging within one week as represented in Neutrogena's advertisements and on Neutrogena's packaging.

72. Neutrogena's actions as described hereinabove were done with conscious disregard of Plaintiff's rights and Neutrogena was wanton and malicious in its concealment of the same.

73. Plaintiff and the Class have suffered injury in fact and have lost money as a result of Neutrogena's false representations.

## IX.

### FOURTH CAUSE OF ACTION

### BREACH OF EXPRESS WARRANTY

(By Plaintiff against all Defendants)

74. Plaintiff repeats and realleges the all allegations of the previous paragraphs, and incorporates the same as if set forth herein at length.

75. Neutrogena expressly warranted on each and every box of the Products that said Products are "clinically proven" to prevent and repair wrinkles, fine lines, age spots, or other signs of aging within one week, all as set forth above. Neutrogena's claims constitute an affirmation of fact that became part of the basis of the bargain and created an express warranty that the goods would conform to the stated promise. Plaintiff placed importance on Neutrogena's claims.

76. All conditions precedent to Neutrogena's liability under this contract have been

25

1 performed by Plaintiff and the Class.

2 77. Neutrogena breached the terms of this contract, including the express warranties,  
3 with Plaintiff and the Class by not providing Products that can perform as advertised.

4 78. As a result of Neutrogena's breach of its contract, Plaintiff and the Class have been  
5 damaged in the amount of the price of the Products they purchased.

6  
7 X.

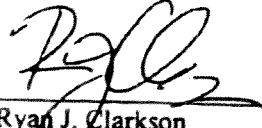
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on behalf of herself and on behalf of the members of the Class  
10 defined herein, prays for judgment and relief on all Causes of Action as follows:

- 11 A. An order certifying that the action may be maintained as a Class Action;  
12 B. An order enjoining Neutrogena from pursuing the policies, acts, and practices  
13 complained of herein and requiring Neutrogena to pay restitution to Plaintiff and all  
14 members of the Class;  
15 C. Actual damages;  
16 D. Punitive damages;  
17 E. For pre-judgment interest from the date of filing this suit;  
18 F. Reasonable attorney fees;  
19 G. Costs of this suit; and  
20 H. Such other and further relief as the Court may deem necessary or appropriate.

21  
22  
23 DATED: April 24, 2012

RED LAW, LLP

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25   
26 Ryan J. Clarkson  
27 Edward D. Dubendorf  
28 Attorneys for Plaintiff and the Proposed  
Plaintiff Class



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**JURY TRIAL DEMANDED**

Plaintiff demands a jury trial on all triable issues.

DATED: April 24, 2012

RED LAW, LLP



Ryan J. Clarkson  
Edward D. Dubendorf  
Attorneys for Plaintiff and the Proposed  
Plaintiff Class

**COPY**

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 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF LOS ANGELES

APR 24 2012

John Clarke, Executive Officer/Clerk  
 BY [Signature] Deputy  
 Argene Juliana

6 Attorneys for Plaintiff Mara Chow and the  
 7 Plaintiff Class

9 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 10 COUNTY OF LOS ANGELES

**BC483371**

12 MARA CHOW, individually and on behalf of all )  
 13 others similarly situated, )

14 Plaintiff, )

15 vs. )

16 NEUTROGENA CORP., a Delaware )  
 17 Corporation; and DOES 1 through 100, )  
 18 inclusive, )

19 Defendants. )  
 20 )  
 21 )  
 22 )  
 23 )  
 24 )  
 25 )  
 26 )  
 27 )  
 28 )

Case No.

CLASS ACTION

DECLARATION OF RYAN J. CLARKSON  
 RE VENUE PURSUANT TO CAL. CIV.  
 CODE § 1780(d)

Red Law, LLP  
 100 Wilshire Blvd., Suite 950  
 Santa Monica, CA 90401

**BY FAX**

DECLARATION OF RYAN J. CLARKSON RE VENUE

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100 Wilshire Blvd., Suite 950  
Santa Monica, CA 90401

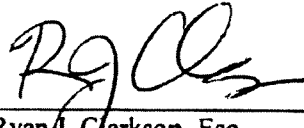
1 I, Ryan J. Clarkson, do hereby declare as follows:

2 1. I am a partner at Red Law, LLP, counsel of record for Plaintiff Mara Chow and the  
3 putative Plaintiff Class, and am licensed to practice in all courts within the State of California. I have  
4 personal knowledge of the facts stated herein, and if called to testify as a witness, I could and would  
5 competently testify to them.

6 2. This Court is proper for trial of this action because Defendants are doing business in  
7 Los Angeles County, California and the transaction at issue and the subject matter of the above-  
8 captioned action occurred in Los Angeles County.

9 I declare and state under penalty of perjury that the foregoing is true and correct. Executed  
10 on April 24, 2012 at Santa Monica, California.

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13 RED LAW, LLP

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16 Ryan J. Clarkson, Esq.  
17 Attorneys for Plaintiff and the  
18 Plaintiff Class  
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## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

For additional ADR information and forms visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (Civil only).

### What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation, and settlement conference are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

### Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

#### Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

#### Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

### Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

#### Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

#### Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

### Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

#### Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

#### Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

### Settlement Conference:

A settlement conference may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

**COURT ADR PROGRAMS****CIVIL:**

- Arbitration (non-binding) (Code Civ. Proc. §§ 1141.10-1141.31, Cal. Rules of Court, rules 3.810-3.830, and Local Rules, rule 3.252 et seq.)
- Mediation (Code Civ. Proc. §§ 1775-1775.15, Cal. Rules of Court, rules 3.850-3.860, 3.865-3.872 and 3.890-3.898, Evid. Code §§ 1115-1128, and Local Rules, rule 3.252 et seq.)
  - Civil Harassment Mediation
  - Eminent Domain Mediation (Code Civ. Proc. §1250.420)
  - Small Claims Mediation
- Neutral Evaluation (Local Rules, rule 3.252 et seq.)
- Settlement Conference
  - Voluntary Settlement Conference (Local Rules, rule 3.252 et seq.)
  - Retired Judge Settlement Conference

**FAMILY (non-custody):**

- Arbitration (non-binding) (Fam. Code § 2554 and Local Rules, rule 5.18)
- Mediation (Local Rules, rule 5.18)
- Settlement Conference
  - Forensic Certified Public Accountant (CPA)
  - Spanish Speaking Settlement Conference

**PROBATE:**

- Mediation
- Settlement Conference

**NEUTRAL SELECTION**

Parties may select an arbitrator, mediator, or evaluator from the Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Panel, the ADR staff will assign on a random basis the name of one neutral who meets the case criteria entered on the court's website.

**COURT ADR PANELS**

- Party Select Panel** The Party Select Panel consists of arbitrators, mediators, and evaluators who have achieved a specified level of experience in court-annexed cases. The parties (collectively) are charged \$150.00 per hour for the first three hours of hearing time. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.
- Random Select Panel** The Random Select Panel consists of trained arbitrators, mediators, evaluators, and settlement officers who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that Random Select Panel neutrals provide three hours hearing time per case on a pro bono basis. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

**ADR ASSISTANCE**

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX	EMAIL
Antelope	42011 4th St West	1st Fl.	Lancaster, CA 93534	661-974-7275	661-945-8173	AntelopeADR@lascourt.org
Chatsworth	9425 Penfield Ave.	3100	Chatsworth, CA 91311	818-576-8565	818-576-8733	ChatsworthADR@lascourt.org
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	310-603-3072	310-223-0337	ComptonADR@lascourt.org
Glendale	600 E. Broadway	273	Glendale, CA 91208	818-500-3160	818-548-5470	GlendaleADR@lascourt.org
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	562-491-6272	562-437-3802	LongBeachADR@lascourt.org
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	562-807-7243	562-462-9018	NorwalkADR@lascourt.org
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	626-358-5685	626-868-1774	PasadenaADR@lascourt.org
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	909-620-3183	909-629-6283	PomonaADR@lascourt.org
San Pedro	505 S. Centre St.	209	San Pedro, CA 90731	310-518-6151	310-514-0314	SanPedroADR@lascourt.org
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	310-260-1829	310-319-6130	SantaMonicaADR@lascourt.org
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	213-974-5425	213-633-8115	CentralADR@lascourt.org
Torrance	825 Maple Ave.	100	Torrance, CA 90503	310-222-1701	310-762-7328	TorranceADR@lascourt.org
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	818-374-2337	818-902-2440	VanNuysADR@lascourt.org



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ryan J. Clarkson (SBN 257074) and Edward D. Dubendorf (SBN 275456) Red Law, LLP 100 Wilshire Blvd., Suite 950 Santa Monica, California 90401 TELEPHONE NO.: (310) 917-1070 FAX NO. (Optional): (310) 917-1001 E-MAIL ADDRESS (Optional): rclarkson@redlawllp.com; edubendorf@redlawllp.com ATTORNEY FOR (Name): Mara Chow		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		
PLAINTIFF/PETITIONER: Mara Chow DEFENDANT/RESPONDENT: Neutrogena Corp.		CASE NUMBER
PROOF OF SERVICE OF SUMMONS		Ref. No. or File No.:

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of:

a. ☒ summons

b. ☒ complaint

c. ☒ Alternative Dispute Resolution (ADR) package

d. ☒ Civil Case Cover Sheet (served in complex cases only)

e. ☐ cross-complaint

f. ☒ other (specify documents): Civil Case Cover Sheet Addendum

3. a. Party served (specify name of party as shown on documents served):  
Neutrogena Corp.

b. ☒ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):  
CT Corporation System

4. Address where the party was served:  
818 W. Seventh St., Los Angeles, CA 90017

5. I served the party (check proper box)

a. ☒ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): \_\_\_\_\_ (2) at (time): \_\_\_\_\_

b. ☐ by substituted service. On (date): \_\_\_\_\_ at (time): \_\_\_\_\_ I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3): \_\_\_\_\_

(1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.

(2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.

(3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.

(4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): \_\_\_\_\_ from (city): \_\_\_\_\_ or ☐ a declaration of mailing is attached.

(5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

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PLAINTIFF/PETITIONER: Mara Chow	CASE NUMBER:
DEFENDANT/RESPONDENT: Neutrogena Corp.	

5. c. ☐ by mail and acknowledgment of receipt of service. I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ by other means (*specify means of service and authorizing code section*):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (*specify*):
- c. ☐ as occupant.
- d. ☒ On behalf of (*specify*): Neutrogena Corp.

under the following Code of Civil Procedure section:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation)          | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation)             | <input type="checkbox"/> 416.60 (minor)                               |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee)                 |
| <input type="checkbox"/> 416.40 (association or partnership)      | <input type="checkbox"/> 416.90 (authorized person)                   |
| <input type="checkbox"/> 416.50 (public entity)                   | <input type="checkbox"/> 415.46 (occupant)                            |
|   | <input type="checkbox"/> other:                                       |

7. Person who served papers

- a. Name:
- b. Address:
- c. Telephone number:
- d. The fee for service was: \$
- e. I am:

- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☐ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

\_\_\_\_\_  
(SIGNATURE)

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COPY<sup>3</sup>

SHORT TITLE: Chow v. Neutrogena Corp., et al.	CASE NUMBER BC488871
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 21 ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked.

For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District.      | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.  | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                      | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                    | 10. Location of Labor Commissioner Office.                 |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	①②④
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

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Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE Chow v. Neutrogena Corp., et al.		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals.	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

LACIV 109 (Rev. 01/07)  
LASC Approved 03-04

**CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATION**

LASC, rule 2.0  
Page 2 of 4

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Judicial Review (Cont'd.)

Provisionally Complex  
LitigationEnforcement  
of JudgmentMiscellaneous Civil  
Complaints

Miscellaneous Civil Petitions

SHORT TITLE: Chow v. Neutrogena Corp., et al.		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 8. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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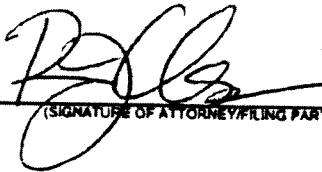
SHORT TITLE: Chow v. Neutrogena Corp., et al.	CASE NUMBER
--	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: 1128 Ocean Park Blvd. #107	
<input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			
CITY: Santa Monica	STATE: CA	ZIP CODE: 90405	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court, (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: April 24, 2012

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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**COPY**  
CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME, STATE BAR NUMBER, AND ADDRESS): Ryan J. Clarkson (SBN 257074) and Edward D. Dubendorf (SBN 275456) Red Law, LLP 100 Wilshire Blvd., Suite 950 TELEPHONE NO.: 310-917-1070 FAX NO.: 310-917-1001 ATTORNEY FOR (NAME): Mara Chow		FOR COURT USE ONLY  <b>CONFORMED COPY ORIGINAL FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES  APR 24 2012 John A. Clarke, Executive Officer/Clerk BY <i>[Signature]</i> Deputy Raylene J. Williams
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Chow v. Neutrogena Corp., et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)
		CASE NUMBER: <b>06489871</b> JUDGE: DEPT.:

All five (5) items below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/VPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/VPD/WD (23) <b>Non-P/VPD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/VPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 1800-1812) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input checked="" type="checkbox"/> Substantial post-judgment judicial supervision

3. Type of remedies sought (check all that apply):

a. <input checked="" type="checkbox"/> monetary	b. <input checked="" type="checkbox"/> nonmonetary; declaratory or injunctive relief	c. <input type="checkbox"/> punitive
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4. Number of causes of action (specify): (1) UCL; (2) FAL; (3) CLRA; (4) Express Warranty

5. This case ☒ is ☐ is not a class action suit.

Date: April 24, 2012

Ryan J. Clarkson

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 (Rev. July 1, 2009)

**CIVIL CASE COVER SHEET**

Page 1 of 2  
 Cal. Rules of Court, rules 201.8, 1800-1812;  
 Standards of Judicial Administration, § 19  
 www.courtinfo.ca.gov

BY FAX

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**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****To Plaintiffs and Others Filing First Papers**

If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must check all five items on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. You do not need to submit a cover sheet with amended papers. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 201.8(c) and 227 of the California Rules of Court.

**To Parties in Complex Cases**

In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 1800 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other P/VPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other P/VPD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/VPD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other P/VPD/WD

**Non-P/VPD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment)(08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-P/VPD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller  
Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential.)*

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rule 1800-1812)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Toxic Tort/Environmental (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Tax  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint RICO (27)**

Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

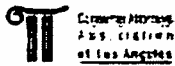


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

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SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
 

(INSERT DATE) (INSERT DATE)
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

\_\_\_\_\_  
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(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

42

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION – DISCOVERY RESOLUTION</b>			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR \_\_\_\_\_)

45

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

- This document relates to:
  - ☐ Request for Informal Discovery Conference
  - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

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SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

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\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**  
**NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE**  
Case Number \_\_\_\_\_

PC 483371

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3(c)). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czaileger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavin	13	630	Hon. Debre Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Deirdre Hill	49	509
Hon. Rita Miller	16	306	Hon. John L. Segal	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. Steven J. Kleifield	53	513
Hon. Michael P. Linfield	10	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Fredrick C. Shaller	46	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
	39	415	Hon. Emilie H. Elias	324	CCW
Hon. Michelle R. Rosenblatt	40	414	Hon. Elihu M. Berle*	323	CCW
Hon. Ronald M. Sohigian	41	417	other		

**\*Class Actions**

All class actions are initially assigned to Judge Elihu M. Berle in Department 323 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on \_\_\_\_\_ JOHN A. CLARKE, Executive Officer/Clerk  
By \_\_\_\_\_, Deputy Clerk

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## **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

### **APPLICATION**

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

### **PRIORITY OVER OTHER RULES**

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

### **CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

### **TIME STANDARDS**

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

**COMPLAINTS:** All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

### **FINAL STATUS CONFERENCE**

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

### **SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

**This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org) (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

**What is ADR:**

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

**Mediation:**

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate**

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate**

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Arbitration:**

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate**

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate**

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Neutral Evaluation:**

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate**

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate**

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences:**

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.



## LOS ANGELES SUPERIOR COURT ADR PROGRAMS

### CIVIL:

- Civil Action Mediation (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.890-3.898 Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- Retired Judge Settlement Conference
- Neutral Evaluation (Governed by Los Angeles Superior Court Rules, chapter 12.)
- Judicial Arbitration (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- Eminent Domain Mediation (Governed by Code of Civil Procedure section 1250.420.)
- Civil Harassment Mediation
- Small Claims Mediation

### FAMILY LAW (non-custody):

- Mediation
- Forensic Certified Public Accountant (CPA) Settlement Conference
- Settlement Conference
- Nonbinding Arbitration (Governed by Family Code section 2554.)

### PROBATE:

- Mediation
- Settlement Conference

### NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

### COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Random Select Panel** The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.
- Private Neutral** The market rate for private neutrals can range from \$300-\$1,000 per hour.

### ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURT DISTRICT	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	None	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)803-3072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91206	(818)500-3180	(818)548-5470
Long Beach	415 W. Ocean Blvd.	318	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)666-1774
Pomona	400 Civic Center Plaza	108	Pomona, CA 91766	(909)820-3183	(909)829-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

**Information About Alternative Dispute Resolution:**

California Rules of Court, rule 3.221, requires counties participating in the Dispute Resolution Programs Act ("DRPA"), to provide information about the availability of local dispute resolution programs funded under DRPA. In Los Angeles County, these services are made possible through major support from the Los Angeles County Department of Community and Senior Services through DRPA. The list of the local dispute resolution programs funded in Los Angeles County is set forth below.

Superior Court of California, Los Angeles County, ADR Office (213) 974-5425  
[www.lasuperiorcourt.org/ADR](http://www.lasuperiorcourt.org/ADR)

**Staff and volunteers of the following identified agencies are not employees of the Los Angeles Superior Court:**

Asian-Pacific American Dispute Resolution Center (213) 250-8190 [www.apadrc.org](http://www.apadrc.org)

California Academy of Mediation Professionals (818) 377-7250 [www.mediationprofessionals.org](http://www.mediationprofessionals.org)

California Lawyers for the Arts, Arbitration and Mediation Service (310) 998-5590 [www.calawyersforthearts.org/](http://www.calawyersforthearts.org/)

Center for Conflict Resolution (818) 705-1090 [www.ccr4peace.org](http://www.ccr4peace.org)

Inland Valleys Justice Center (909) 621-7479 [www.ivjc.org](http://www.ivjc.org)

Korean American Coalition 4.29 Center (213) 365-5999 [www.kacla.org](http://www.kacla.org)

Los Angeles City Attorney's Office Dispute Resolution Program (213) 485-8324  
[www.lacity.org/mediate](http://www.lacity.org/mediate)

Los Angeles County Bar Association Dispute Resolution Services  
(877) 473-7658 (323) 930-1841 (888) 922-1322 (562) 570-1019 [www.lacba.org/drs](http://www.lacba.org/drs)

Los Angeles County Department of Consumer Affairs (213) 974-0825

The Loyola Law School Center for Conflict Resolution (213) 736-1145 [www.lls.edu/ccr](http://www.lls.edu/ccr)

City of Norwalk Dispute Resolution Program (562) 929-5603  
[www.ci.norwalk.ca.us/socialservices2.asp](http://www.ci.norwalk.ca.us/socialservices2.asp)

***These programs do not offer legal advice or help you respond to a summons,  
but they can assist in resolving your problem through mediation.***

**Dispute Resolution Programs Act  
Contracts Administration Office: (213) 738-2621**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>			CASE NUMBER

The undersigned parties stipulate to participate in an Alternative Dispute Resolution (ADR) process in the above-entitled action, as follows:

- ☐ Mediation  
☐ Non-Binding Arbitration  
☐ Binding Arbitration  
☐ Early Neutral Evaluation  
☐ Settlement Conference  
☐ Other ADR Process (describe): \_\_\_\_\_

Dated: \_\_\_\_\_

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

☐ Additional signature(s) on reverse

Short Title	Case Number
-------------	-------------

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Name of Stipulating Party  
☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

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EXHIBIT B



CM-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Matthew D. Powers (SB# 212682)</b> <b>O'Melveny &amp; Myers LLP</b> <b>Two Embarcadero Center, 28th Floor</b> <b>San Francisco, CA 94111-3823</b> TELEPHONE NO.: (415) 984-8700 FAX NO. (Optional): (415) 984-8701 E MAIL ADDRESS (Optional): mpowers@omm.com ATTORNEY FOR (Name): Defendant, Neutrogena Corporation		<b>CONFORMED COPY</b> <b>ORIGINAL FILED</b> <b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>  <b>MAY 08 2012</b>  John A. Clarke, Executive Officer/Clerk By L. Plazola, Deputy
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 600 S. Commonwealth Ave., MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90005 BRANCH NAME: Central Civil West		
PLAINTIFF/PETITIONER: Mara Chow  DEFENDANT/RESPONDENT: Neutrogena Corporation		CASE NUMBER: <b>BC483371</b>
		JUDICIAL OFFICER: <b>Hon. Elihu Berle</b>
<b>NOTICE OF RELATED CASE</b>		DEPT.: <b>323</b>

Identify, in chronological order according to date of filing, all cases related to the case referenced above.

1. a. Title: Johns v. Neutrogena Corporation
  - b. Case number: BC481382
  - c. Court: ☒ same as above  
☐ other state or federal court (name and address):
  - d. Department: 307
  - e. Case type: ☐ limited civil ☒ unlimited civil ☐ probate ☐ family law ☐ other (specify):
  - f. Filing date: March 22, 2012
  - g. Has this case been designated or determined as "complex?" ☒ Yes ☐ No
  - h. Relationship of this case to the case referenced above (check all that apply):
    - ☐ involves the same parties and is based on the same or similar claims.
    - ☒ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
    - ☐ involves claims against, title to, possession of, or damages to the same property.
    - ☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
    - ☐ Additional explanation is attached in attachment 1h
  - i. Status of case:
    - ☒ pending
    - ☐ dismissed ☐ with ☐ without prejudice
    - ☐ disposed of by judgment
2. a. Title:
  - b. Case number:
  - c. Court: ☐ same as above  
☐ other state or federal court (name and address):
  - d. Department:

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CM-015

PLAINTIFF/PETITIONER: Mara Chow	CASE NUMBER:
DEFENDANT/RESPONDENT: Neutrogena Corporation	BC483371

## 2. (continued)

- e. Case type: ☐ limited civil ☐ unlimited civil ☐ probate ☐ family law ☐ other (specify):
- f. Filing date:
- g. Has this case been designated or determined as "complex?" ☐ Yes ☐ No
- h. Relationship of this case to the case referenced above (check all that apply):
- ☐ involves the same parties and is based on the same or similar claims.
- ☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
- ☐ involves claims against, title to, possession of, or damages to the same property.
- ☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
- ☐ Additional explanation is attached in attachment 2h
- i. Status of case:
- ☐ pending
- ☐ dismissed ☐ with ☐ without prejudice
- ☐ disposed of by judgment

## 3. a. Title:

b. Case number:

c. Court: ☐ same as above☐ other state or federal court (name and address):

d. Department:

e. Case type: ☐ limited civil ☐ unlimited civil ☐ probate ☐ family law ☐ other (specify):

f. Filing date:

g. Has this case been designated or determined as "complex?" ☐ Yes ☐ No

h. Relationship of this case to the case referenced above (check all that apply):

- ☐ involves the same parties and is based on the same or similar claims.
- ☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
- ☐ involves claims against, title to, possession of, or damages to the same property.
- ☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
- ☐ Additional explanation is attached in attachment 3h

i. Status of case:

- ☐ pending
- ☐ dismissed ☐ with ☐ without prejudice
- ☐ disposed of by judgment

4. ☐ Additional related cases are described in Attachment 4. Number of pages attached: \_\_\_\_\_

Date: May 8, 2012

Matthew D. Powers

(TYPE OR PRINT NAME OF PARTY OR ATTORNEY)



(SIGNATURE OF PARTY OR ATTORNEY)

CM-01

PLAINTIFF/PETITIONER: Mara Chow	CASE NUMBER
DEFENDANT/RESPONDENT: Neutrogena Corporation	BC483371

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
NOTICE OF RELATED CASE**

**(NOTE: You cannot serve the Notice of Related Case if you are a party in the action. The person who served the notice must complete this proof of service. The notice must be served on all known parties in each related action or proceeding.)**

1. I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (specify):  
O'Melveny & Myers LLP, 400 S. Hope Street, Los Angeles, CA 90071
  2. I served a copy of the *Notice of Related Case* by enclosing it in a sealed envelope with first-class postage fully prepaid and (check one):
    - a. ☐ deposited the sealed envelope with the United States Postal Service.
    - b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
  3. The *Notice of Related Case* was mailed:
    - a. on (date): May 8, 2012
    - b. from (city and state): Los Angeles, CA
  4. The envelope was addressed and mailed as follows:
 

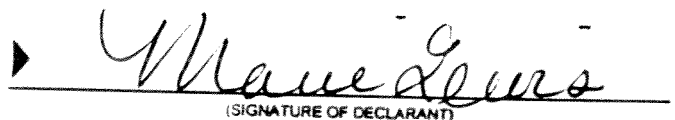
a. Name of person served: Ryan J. Clark (Red Law, LLP) Street address: 100 Wilshire Blvd, Suite 950 City: Santa Monica State and zip code: CA 90401	c. Name of person served:  Street address: City: State and zip code:
b. Name of person served:  Street address: City: State and zip code:	d. Name of person served:  Street address: City: State and zip code:
- ☐ Names and addresses of additional persons served are attached. (You may use form POS-030(P).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 8, 2012

Marie Lewis

(TYPE OR PRINT NAME OF DECLARANT)

  
 (SIGNATURE OF DECLARANT)



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge R. Gary Klausner and the assigned discovery Magistrate Judge is Ralph Zarefsky.

The case number on all documents filed with the Court should read as follows:

**CV12- 4624 RGK (RZx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.





**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) Mara Chow, individually and on behalf of all others similarly situated	<b>DEFENDANTS</b> Neutrogena Corporation, a Delaware Corporation
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Ryan J. Clarkson and Edward D. Dubendorf, Red Law LLP, 100 Wilshire Blvd., Suite 950, Santa Monica, CA 90401, Tel: (310) 917-1070	<b>Attorneys (If Known)</b>  Matthew Powers, O'Melveny & Myers, Two Embarcadero Center, San Francisco, CA 94111, Tel (415) 984-8700; Richard Goetz & Jaclyn Blankenship, O'Melveny & Myers, 400 South Hope St., Los Angeles, CA 90071

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">Citizen of This State</td> <td style="width:10%; border: none; text-align: center;">PTF DEF</td> <td style="width:33%; border: none;"><input checked="" type="checkbox"/> 1   <input type="checkbox"/> 1</td> <td style="width:24%; border: none; text-align: right;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; border: none; text-align: center;">PTF DEF</td> <td style="width:33%; border: none;"><input type="checkbox"/> 4   <input checked="" type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;"><input checked="" type="checkbox"/> 2   <input type="checkbox"/> 2</td> <td style="border: none; text-align: right;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;"><input type="checkbox"/> 5   <input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;"><input type="checkbox"/> 3   <input type="checkbox"/> 3</td> <td style="border: none; text-align: right;">Foreign Nation</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;"><input type="checkbox"/> 6   <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4	Citizen of Another State	PTF DEF	<input checked="" type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	PTF DEF	<input type="checkbox"/> 5 <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	PTF DEF	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	PTF DEF	<input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF	<input type="checkbox"/> 4 <input checked="" type="checkbox"/> 4														
Citizen of Another State	PTF DEF	<input checked="" type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	PTF DEF	<input type="checkbox"/> 5 <input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	PTF DEF	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	PTF DEF	<input type="checkbox"/> 6 <input type="checkbox"/> 6														

**IV. ORIGIN** (Place an X in one box only.)

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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**V. REQUESTED IN COMPLAINT:** **JURY DEMAND:** ☒ Yes   ☐ No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION under F.R.C.P. 23:** ☒ Yes   ☐ No     **MONEY DEMANDED IN COMPLAINT:** \$ not pled, but will be > \$5 million

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
Class Action alleging, inter alia, violation of Cal. Bus. & Prof. Code 17200 et seq. Minimal Diversity pursuant to 28 USC 1332(b)

**VII. NATURE OF SUIT (Place an X in one box only.)**

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV12-4624

**FOR OFFICE USE ONLY:** Case Number: \_\_\_\_\_

**AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.**

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes  
If yes, list case number(s): CV12-01452 R(JGx)

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or  
☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary )

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
Principal place of business: Los Angeles	Incorporation: Delaware

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District: *	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles (for named Plaintiff) and throughout California and the United States for putative class members.	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Jadyn A. Bonner Date May 25, 2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))